

IN THE HIGH COURT OF DELHI

Crl.M.C. No.3920/2003

Anupam Sharma Petitioner
! through: Mr.S.K.Dubey, Adv.

VERSUS

\$ NCT of Delhi & Anr. Respondents
^ through : Ms.Santosh Kohli for the State.
Mr.M.C.Bhandare, Sr. Adv. with
Mr.H.P.Sharma, Adv. for
respondent No.2.

Crl.M.C. No.2111/2004

Anu Gautam Petitioner
! through: Mr.M.C.Bhandare, Sr. Adv. with
Mr.H.P.Sharma, Adv.

VERSUS

\$ Anupam Sharma & Ors. Respondents
^ through : Mr.S.K.Dubey for respondents.
Ms.Santosh Kohli for the State.

RESERVED ON: 14.08.2007

% DATE OF DECISION: 23.08.2007

CORAM:

* **Hon'ble Mr.Justice Pradeep Nandrajog**

1. Whether reporters of local papers may be allowed to see the judgment? Y
2. To be referred to the Reporter or not? Y
3. Whether judgment should be reported in Digest? Y

: **PRADEEP NANDRAJOG, J.**

1. Vide Crl.M.C. No.3920/2003 Anupam Sharma,
husband of Anu Gautam prays that FIR No.323/2002 under

Section 498-A/406/34 IPC, PS Vikas Puri be quashed.

2. Vide Crl.M.C. No.2111/2004 Anu Gautam prays that the orders dated 25.1.2003 and 5.2.2003 passed by the learned Additional Sessions Judge be quashed.

3. Order dated 25.1.2003 passed by the learned Additional Sessions Judge reads as under:-

“Present: Shri L.C.Jain APP for the State with
SI Shiv Darshan with case file and
complainant Smt.Anu with
her counsel

Sh.S.K.Sharma, Adv. Sh.K.K.Madan,
Adv. for the petitioner.

Heard. Efforts for settlement were made. Complainant is ready and willing to receive Rs.5,00,000/- in full and final settlement including alimony from the petitioner. Payment of Rs.73,000/- has already been made. The said amount shall be deducted from agreed amount of Rs.5,00,000/-. Both the parties agree that they will move for quashing for FIR and mutual divorce. Rs.2,27,000/- (Two Lac Twenty Seven Thousand) will be paid at the time of conclusion of this bail application. At the request of the parties adjourned to 30.1.2003 as prayed. Till then interim order to continue.”

4. Order dated 5.2.2003 passed by the learned Additional Sessions Judge reads as under:-

“Present : APP for State with complainant
and her counsel.

Counsel for applicant/accused.

Heard. Parties have arrived at compromise. They are filing petition for divorce and the matter has been settled for Rs.5,00,000/-. Out of which sum of Rs.2,98,000/- has been paid by cheque of Rs.2,05,000/- bearing cheque No.502081-110023036 and cash of Rs.20,000/- today.

Keeping in view the facts and circumstances of the case, applicants are ordered to be released on bail, in the event of their arrest, on their furnishing a personal bond in the sum of Rs.20,000/- each with one surety each of the like amount to the satisfaction of the concerned IO/SHO subject to the condition that the applicant shall join investigation as and when called for by the IO.

Sd/- ASJ

At this stage, counsel for complainant showed the cheque to the court that there is a discrepancy in cheque in as much as a sum of Two lacs Five Thousand has been mentioned in words and in figures only a sum of Rs.Two lacs Five thousand (2,00005) has been mentioned. Let, notice be issued to the accused/applicants for 6.2.2003. Put up on 6.2.2003. Cheque is attached."

Sd/- ASJ

5. Whereas husband prays that the twin effect of the orders dated 25.1.2003 and 5.2.2003 is that Anu Gautam settled all her claims for Rs.5 lakhs and on receipt of the same consented to the FIR being quashed, since he has paid Rs.3 lakhs and as per the settlement is ready to pay further Rs.2 lakhs, the FIR be quashed.

6. Case pleaded by Anu Gautam is that she never gave any such consent. That it is preposterous for any reasonable person to believe that she gave any such consent considering that her streedhan illegally retained by her in-laws was valued at more than Rs.15 lacs coupled with the fact that her husband was earning nearly Rs.1 lakh per month. Pithly stated, case of Anu Gautam is that no sane person would receive Rs.5 lakhs as full and final settlement amount for the claim towards streedhan, maintenance and permanent alimony.

7. Fulcrum of submission made by Shri M.C.Bhandare, learned senior counsel for Anu Gautam was that a settlement between the parties as per requirement of Order 23 Rule 3 of the Code of Civil Procedure 1908 has to be evidenced in writing. It was urged that there being none, mandate of law not being complied with, it has to be treated that there is no settlement between the parties.

8. Learned senior counsel cited the following authorities in respect of said submission:-

(a) AIR 1993 Delhi 365 Krishan Mohan Singh vs. Sri Chand Gupta & Ors.

(b) AIR 1993 Calcutta 58 Molla Sirajul Haque vs. Gora Chand Mullick & Ors.

(c) (1992) 1 SCC 31 Byram Pestonji Garwala vs. UOI &

Ors.

(d) (2005) 4 SCC 117 K.Venkatachala Bhat vs. Krishna Nayak.

9. Learned senior counsel further submitted that the FIR registered under Section 406/498-A IPC had additionally to be registered under Section 420 Cr.P.C. inasmuch as the allegations in the FIR evidence the offence of cheating.

10. Offence of cheating stated to have been committed by the husband, as projected by learned senior counsel, was not disclosing that the husband was a divorcee.

11. Learned senior counsel urged that the marital status of a party was a material fact relating to marriage and a deception with respect thereto would be an act of cheating.

12. Learned senior counsel raised a grievance that the learned Additional Sessions Judge held as many as 17 proceedings while considering application for anticipatory bail sought by the husband. Learned senior counsel stated that proceedings for grant of anticipatory bail could not be converted into a civil proceedings to effect compromise between the parties. Learned senior counsel urged that such tendency of Courts was deprecated by the Supreme Court in the decision reported as (2004) 3 SCC 388 Biman Chatterjee.

vs. Sanchita Chatterjee & Anr.

13. Issues which need consideration may be summarised as under:-

(1) Whether it is mandatory that every settlement has to be recorded in writing before it can be accepted by a Court and consequential orders passed thereon.

(2) Whether Anu Gautam never gave any consent to compromise the matrimonial dispute. As a limb of this consideration, it needs to be considered whether Anu Gautam can plead inadequacy of consideration as a ground to urge that there was no settlement between the parties.

(3) Whether Courts, while considering grant of anticipatory bail can encourage parties to settle their disputes.

(4) Whether anticipatory bail granted to the husband needs to be revoked.

(5) Whether the FIR in question deserves to be cancelled.

14. Certain admitted facts need to be noted, for the reason, in my opinion they would throw considerable light on the issue.

15. After orders dated 25.1.2003 and 5.2.2003 were passed, on 26.5.2003, Anu Gautam lodged a caveat under Section 148-A of the Code of Civil Procedure, 1908 in the Court of District and Sessions Judge, Gurgaon in which she pleaded as under:-

“8. That the respondent and his family members applied for grant of anticipatory bail under Section 438 Cr.P.C. before the District and Sessions Judge, Delhi. On 25.1.2003 on hearing the bail application on behalf of the respondent Anupam Sharma, Pramila Sharma, Akriti Sharma, Upma Sharma and Shri Rajinder Gaur it was settled by the Hon'ble Court that accused persons will pay an amount of Rs.5 lacs to the caveator and both parties will move petition for dissolution of marriage by way of mutual consent and quashing of FIR.

9. That the respondent and his family members paid Rs.3 lacs to the caveator upto 6.2.2003 before the Hon'ble Court of Shri T.D.Keshav, ASJ, Delhi and remaining balance has to be paid to the caveator by the respondent and his family members at the time of divorce and quashing of FIR.

10. That a period of 15 days has passed but no initiations regarding the compliance of order dated 25.1.2003 and 5.2.2003 have been made by the respondent.

11. That the caveator has the apprehension that respondent in order to get rid off from the liabilities of balance payment of Rs.2 lacs may file the suit for dissolution of marriage and get a decree of divorce by misrepresentation of facts and using unfair means therein hence this caveat.”

16. Anu Gautam had filed an application under Section

125 Cr.P.C. at Aligarh. She had claimed maintenance. On 5.4.2003, her husband Anupam Gupta filed an objection stating that having agreed to receive Rs.5 lacs from him in full and final satisfaction of all her claims, including claim for maintenance, she could not claim any maintenance under Section 125 Cr.P.C.

17. In response to the said reply Anu Gautam filed a rejoinder on 23.4.2003. She pleaded as under:-

“The submission of the respondent is false and baseless as is evident from the orders enclosed with the application of the respondent that the compromise of the petitioner with the respondent was for quashing FIR under Section 406/498-A/34 IPC and for divorce between the parties. This Agreement was regarding the FIR No.323/02, U/S 406/498-A/34 IPC, PS Vikaspuri. No compromise has been done U/S 125 Cr.P.C. between the parties for maintenance.”

18. Dealing with the first issue required to be considered, viz. whether it is imperative in law that a settlement has to be recorded in writing and if not so recorded, no settlement can be relied upon, much less made the foundation of an order passed by the Court, no doubt Order 23 Rule 3 of the Code of Civil Procedure requires that where subject matter of a suit is compromised between the parties and is evidenced in writing and signed by the parties the Court shall proceed to dispose of the suit as per the compromise.

But, the phrase in said rule '*or where the defendant satisfies the plaintiff in respect of the whole or any part of the subject-matter of the Suit, the Court shall order such agreement, compromise or satisfaction to be recorded*' as also to be considered.

19. Thus, prima facie the legislative intent is not to restrict evidence of a compromise to be in the form of a written agreement. The legislative intent is that it would be desirable to record a settlement agreement in writing but the same may even be proved to the satisfaction of the Court by parole evidence. What, if during arguments parties arrive at a settlement which is recorded by the Court in its order? Could it not be urged that the order of the Court itself records the settlement in writing.

20. Prima facie, the answer has to be in the affirmative.

21. To read Order 23 Rule 3 to mean that unless a compromise is recorded in writing and signed by the parties it cannot be accepted by the Court would render otiose the phrase '*or where the defendant satisfies the plaintiff in respect*

of the whole or any part of the subject-matter of the Suit, the Court shall order such agreement, compromise or satisfaction to be recorded'.

22. I eschew from deciding the wider issue whether an oral compromise recorded outside the Court is capable of being enforced in a proceedings between the parties for the reason instant case relates to a compromise effected before the Court concerned. The terms of the compromise have been recorded by the learned Judge in the order dated 25.1.2003 followed by the order dated 5.2.2003.

23. In the instant case, the compromise stands recorded in writing in the form of a judicial order. It has been arrived at before a senior judicial officer of the rank of an Additional Session Judge. It has been recorded in writing in a judicial order. The judicial order has been relied upon by Anu Guatam in judicial proceedings. She has received benefit under the order recording settlement.

24. That takes me to the second issue which needs to be determined. Whether there is material on record to evidence

that Anu Gautam consented to a compromise which was correctly recorded in the order dated 25.1.2003.

25. Determination of said issue requires me to visit the proceedings before the learned Additional Sessions Judge as evidenced in the orders passed by the learned Additional Sessions Judge while dealing with the application filed by Anupam Sharma seeking anticipatory bail. On 2.9.2002 learned ASJ recorded that during course of arguments it emerged that there are chances of a possible reconciliation. Matter was thereafter adjourned from time to time. On 20.9.2002 it was recorded that Rs.73,000/- have been tendered by Anupam Sharma to Anu Gautam in lieu of part of her dowry articles. It was further recorded that parties would try and arrive at a settlement. Matter was thereafter adjourned from time to time.

26. On 26.10.2002 an order was passed recording that Anu Gautam was willing to settle the dispute if Rs.7 lacs was paid to her. Matter was adjourned from time to time noting that there are chances of a settlement. Ultimately, order dated 25.1.2003 was passed followed by the order dated 5.2.2003.

27. A perusal of the order dated 25.1.2003 shows that

after recording a settlement where-under Anu Gautam had to receive Rs.5 lacs from her husband towards full and final settlement, including alimony, from her husband it was recorded that part satisfaction of the claim has been made, in that, Rs.73,000/- has already been received by Anu Gautam. The order further records that Rs.2,27,000/- would be paid at the time of conclusion of the application filed by Anupam Sharma seeking anticipatory bail.

28. Matter was adjourned.

29. Order dated 5.2.2003 records that a cheque in sum of Rs.2,05,000/- has been handed over to Anu Gautam. That she had further received Rs.20,000/- in cash.

30. Order dated 5.2.2003 records that a second order was passed on said date to the effect that the cheque tendered to the complainant had discrepancy in the same vis-a-vis what was stated in the words and what was stated in figures.

31. It is thus evident that Anu Gautam, conscious of a settlement, received further payment by means of a cheque. No worthwhile explanation is forthcoming on record as to on what account Anu Gautam received the cheque in Court on 5.2.2003.

32. As noted herein above, Anu Gautam lodged a caveat

in the Court of the District and Sessions Judge, Gurgaon wherein she made detailed averments pertaining to the settlement recorded vide order dated 25.1.2003. She stated that she has received Rs.3 lacs pursuant to the settlement. She expressed an apprehension that her husband may seek divorce by relying upon the order dated 25.1.2003 without complying with his further obligation to pay to her balance sum of Rs.2 lacs.

33. Explaining pleadings of Anu Gautam as made in the caveat, Shri M.C.Bhandare, learned senior counsel for Anu Gautam submitted that this Court should take judicial notice of the fact that litigants blindly sign pleadings drafted by their lawyers. Thus, counsel urged that pleadings in the caveat petition could not be treated as pleadings of Anu Gautam.

34. I am afraid, the explanation is worthy of no credence.

35. It is not in dispute that the lawyer who lodged caveat at Gurgaon was not the counsel who was appearing for Anu Gautam in the application filed by her husband seeking anticipatory bail at Delhi. Therefore, how would a different counsel know that his client had suffered the order dated 25.1.2003 recording a settlement.

36. In lighter vein, I may record that Shri M.C.Bhandare, learned senior counsel for Anu Gautam did not urge that counsel engaged by her i.e. Anu Gautam at Gurgaon, through transcendental meditation gathered knowledge about the order dated 25.1.2003 passed by the learned Additional Sessions Judge at Delhi in the application seeking anticipatory bail by Anupam Sharma.

37. The facts stated in the caveat lodged by Anu Gautam could not have dawned upon her counsel engaged at Gurgaon save and except from the information provided to the counsel by Anu Gautam.

38. Further, there is no explanation vis-a-vis the pleadings of Anu Gautam as drafted by her counsel at Aligarh when she responded by way of a rejoinder to the reply filed by her husband opposing her application for maintenance under Section 125 Cr.P.C.

39. Surely, the third counsel engaged at Aligarh could not have pleaded about the settlement arrived at before the learned Additional Sessions Judge at Delhi as reflected in the order dated 25.1.2003 save and except through information provided to him by Anu Gautam.

40. I have noted herein above, pleadings of Anu Gautam

in the rejoinder afore referred to. She has categorically pleaded that Rs.5 lacs receivable by her as per the settlement recorded in the order dated 25.1.2003 related to her claim which was subject matter of the FIR No.323/2002 i.e. recorded her consent that if she received said amount as finds mention in the order dated 25.1.2003 she will agree to the FIR being quashed and marriage be dissolved by mutual consent. She tried to explain the compromise by pleading that it excluded right to receive maintenance.

41. At this stage, I may deal with the submission made by learned counsel for Anu Gautam that his client had been writing letters to the police authorities informing that she was being threatened by her husband. The letters are dated 13.5.2002, 29.5.2002, 24.6.2002, 4.7.2002, 5.9.2002, 8.9.2002, 26.1.2003 and 9.2.2003.

42. Learned counsel submitted that letters dated 26.1.2003 and 9.2.2003 are relevant. Anu Gautam informed the ACP, Crime Against Women Cell, Kirti Nagar that her statement in Court on 25.1.2003 was not voluntary and that she had received Rs.2.27 lacs in Court on 6.2.2003 under pressure. It was urged that cumulative effect of all the letters and in particular letters dated 26.1.2003 and 9.2.2003 clinched

the issue in favour of Anu Gautam.

43. In respect of the letters it is relevant to note that Anu Gautam had filed a Transfer Petition No.125/2004 in the Supreme Court praying that the instant petitions in this Court be transferred to the Allahabad High Court. In paragraphs 2 (i) to 2 (xii) she had made a reference to the letters above noted and in particular her letters dated 26.1.2003 and 9.2.2003 addressed to the ACP, Crime Against Women Cell, Kirti Nagar.

44. An affidavit was filed before the Supreme Court on 28.3.2005 under the signatures of DCP West District. Claim of Anu Gautam of having addressed letters to the ACP, Crime Against Women Cell, Kirti Nagar was denied.

45. I fail to understand as to why Anu Gautam did not tell the learned ASJ that she was being threatened. Surprisingly, she appears to have faith in the police and not the Court.

46. A half-hearted explanation was attempted by learned senior counsel for Anu Gautam. A somewhat muted submission was made that Anu Gautam did not have confidence in the learned Additional Sessions Judge.

47. If that was to be so, there is no worthwhile explanation as to why Anu Gautam did not seek transfer of the

proceedings to some other Judge.

48. In the connection, it is relevant that the proceedings before the learned Additional Sessions Judge remained pending for nearly 5 months. Not a whisper was made by Anu Gautam that she was being compelled to enter into a settlement. In decision reported as 2005 (1) JCC 83 Mohd. Shamim Vs. Nahid Begum pertaining to a settlement before a learned Additional Sessions Judge where wife alleged that she was not aware of the settlement, it was held:-

“11. In view of the fact that the settlement was arrived at the intervention of a judicial officer of the rank of the Additional Sessions Judge, we are of the opinion, the contention of the first respondent herein to the effect that she was not aware of the contents thereof and the said agreement as also the affidavit which were got signed by her by misrepresentation of facts must be rejected. In the facts and circumstances of this case, we have no doubt in our mind that the denial of execution of the said deed of settlement is an afterthought on the part of the respondent No.1 herein.”

49. I thus hold that evidence on record conclusively establishes that Anu Gautam was conscious of the compromise recorded by the learned Additional Sessions Judge in the order

dated 25.1.2003. She accepted part payment under the compromise. She pleaded the compromise in 2 independent proceedings.

50. As regards the issue whether the compromise is

vitiated on account of inadequacy of consideration suffice would it be to note that Anu Gautam never went back to the learned Additional Sessions Judge to explain under what circumstances she gave her consent for the compromise.

51. More often than not, parties receive under hand considerations and therefore did not bring the same on record. May be this has happened in the instant case.

52. But I refrain from making conjectures or from surmising. Anu Gautam is an educated girl. She could not be oblivious of what was going on. What is conclusive and relevant is that after 25.1.2003 till as late as April 2003, in 2 independent proceedings before 2 different judges, through 2 different counsel, Anu Gautam relied upon the settlement recorded in the order dated 25.1.2003.

53. It is difficult to believe that under threat of harm to the person of Anu Gautam, she was compelled to continue to

affirm and rely upon the settlement for nearly 3 months.

54. Under the circumstances I hold that facts on record would not justify an inquiry by this Court on the adequacy or inadequacy of the sum settled to be received by Anu Gautam in satisfaction of her claims and her consent recorded to the effect that if agreed amount was paid to her she would join in the quashing of the FIR.

55. On the question whether Courts should or should not encourage settlement between the parties when applications for anticipatory bail or bail are filed by the husband or the in-laws of the complainant, I may note that the decision relied upon by learned counsel for Anu Gautam relates to an issue of grant of anticipatory bail and cancellation thereof pertaining to a stated compromise between the parties. The Hon'ble Supreme Court opined that on the facts and circumstances their Lordships failed to note any compromise. In para 7 of the decision in Biman Chatterjee's case (supra) their Lordships have observed:-

“Here we hasten to observe first of all from the material on record, we do not find that there was any compromise arrived at between the parties at all, hence, question of fulfilling the terms of such compromise does not arise.”

56. No doubt, thereafter, their Lordships observed that

non-fulfillment of terms of a compromise would by themselves not constitute a ground to cancel a bail granted to the in-laws.

57. With the plethora of laws operating in the filed of domestic disputes, Courts have been choked by multiplicity of proceedings arising out of a matrimonial dispute.

58. Experience shows that at the drop of the hat as many as 5 substantive proceedings are initiated simultaneously. The first is a complaint for dowry harassment and misappropriation of streedhan. It results in registration of a FIR under Section 498-A/406 IPC. Parties fight pitched battles whether anticipatory bail should be granted to the in-laws of the complainant. Not one but multiple anticipatory bail applications are filed because of the usual tendency to rope in virtually every members of the family of the in-laws. Married sisters of the husband, their husbands and even married brothers and their wives who are residing separately are implicated. In some cases as many as 10 to 15 applications for seeking anticipatory bail are filed. Simultaneous proceedings under Section 125 Cr.P.C. are initiated. Proceedings are also initiated under the Protection of Women From Domestic Violence (Act) 2005. Apart from the said 3 proceedings which are penal in nature, a divorce proceeding is initiated in which

application under Section 24 of the Hindu Marriage Act springs out. If there is a minor child born to the warring couple, a 5th proceeding gets initiated under Hindu Adoption and Maintenance Act.

59. From these 5 plenary proceedings spring appeals and revisions against interlocutory orders.

60. Currently dealing with criminal matters I notice that out of 10 fresh applications listed before me seeking bail or anticipatory bail, 9 relate to matrimonial discords. My previous roster allocation pertained to appeals, civil revisions and petitions under Article 227 of the Constitution of India against interlocutory orders passed by the Civil Judges. 2 out of 10 petitions pertained to interlocutory orders granting interim maintenance under Section 24 of the Hindu Marriage Act or interim custody or visitation right pertaining to a minor child.

61. Choked with matrimonial litigation it is but the desire of every Judge to try and resolve the matter by amicable consent of parties for the reason a single settlement results in multifarious litigation going to an end.

62. Energies of the citizens of India is better utilized if the same is channelized for a constructive purpose and not court litigation.

63. Mediation and Conciliation is being encouraged world over for the reason, world over courts are being choked on account of not only excessive litigation but, with the spread of education, greatest awareness of rights by the citizens of the States.

64. Order XXXII-A was introduced in the statute book. Rule 3 thereof enjoins upon every court to endeavour, wherever it is possible, to assist the parties in arriving at a settlement where the dispute concerns a family.

65. Rule 1 of Order XXXII-A encompasses every suit or proceedings for matrimonial relief.

66. Although a criminal case is seen as a dispute between the offender and the State, it would be naïve to assume that all offences actually concern the State. Quite a few penal offences, eg. defamation, are of a civil nature.

67. Several criminal proceedings are initiated with an intention to bully the opposite party in a civil suit. Judicial opinions are replete with decisions where it is noted that criminal proceedings are being pressed strictly with a view to settle personal scores.

68. As the criminal system groans under weight of cases filed, alternative solutions are being found world over.

Compounding of offences, plea bargaining etc. are found in the criminal justice delivery system in a large number of countries including India.

69. 'Restorative justice' may be used as a synonym for mediation. The object and nature of restorative justice aims at restoring the interest of the victim. Involvement of the victim in the settlement process is welcome in the process of restorative justice. It is a process of voluntary negotiation and concertation, directly or indirectly between the offender and the victim.

70. No doubt, while considering an application for grant of anticipatory bail a court would functionally be exercising a jurisdiction under a penal statute i.e. a criminal law, but, rooted in the said criminal litigation is essentially a matrimonial discord i.e. a civil dispute.

71. Thus, it cannot be argued that while dealing with an application seeking bail or anticipatory bail arising out of a matrimonial dispute, a Court cannot encourage settlement between the parties.

72. Of course, the Judge has to be alive to the fact that parties have only to be assisted by the Judge in the form of counselling or ironing out the creases if otherwise major

substratum of the dispute is resolved by the parties and certain issues are hampering the finalization of the settlement. Within the afore-noted limited role, while dealing with an application seeking bail or an anticipatory bail, pertaining to a matrimonial dispute, the court concerned would not be outstepping its jurisdiction if it plays a pro-active role.

73. On the issue whether the FIR ought to have registered an offence under Section 420 IPC and whether the complainant was misled into compromise, oblivious of the fact that her compromise encompassed the quashing of an offence of cheating, no doubt, non-disclosure of the status a party at the pre-marriage stage would be an act of deception for the reason whether a party is a divorcee or not is a material fact but the question would arise in the instant case, whether any such deception existed.

74. I need not elaborate on the issue save and except to note the pleadings of Anu Gautam, in Crl.M.C. No.2111/2004. In ground (h) she has pleaded that notwithstanding it was not disclosed to her that Anupam Sharma was married, she was not at all worried because of the said fact.

75. It means that Anu Gautam was not concerned with the status of her spouse.

76. I may additionally note that it is not the case of Anu Gautam that Anupam Sharma misrepresented to her or her parents and claimed to be a bachelor when negotiations were being held between the family members. No material has been shown to me that Anu Gautam or her parents asked for the status of Anupam Sharma i.e. whether he was a bachelor or not, much less any material to show that Anupam Sharma made a false statement about himself.

77. It is apparent that Anu Gautam cannot retrace her steps and resile from the settlement.

78. Crl.M.C. No.2111/2004 is dismissed.

79. In similar circumstances in Mohd.Shamim's case (supra) Hon'ble Supreme Court quashed the FIR. Thus, Crl.M.C. No.3920/2003 is disposed of directing petitioner to pay further sum of Rs.2 lacs to Anu Gautam. I quash FIR No.323/2002 under Section 498-A/406/34 IPC, PS Vikas Puri.

80. Before concluding I may record that I have directed Anupam Sharma to pay Rs.2 lacs to Anu Gautam for the reason as per the settlement she has received Rs.3 lacs and notwithstanding that her husband is prepared to pay her further sum of Rs.2 lacs, she i.e. Anu Gautam did not receive the said amount as she had resiled from the settlement

agreement.

81. No costs.

August 23, 2007
dk

(PRADEEP NANDRAJOG)
JUDGE